*(Reserved for Recording Data)*

##### STORMWATER

##### MANAGEMENT AGREEMENT

This AGREEMENT made this \_\_ day of ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Minnesota municipal corporation (hereinafter referred to as the “City”) and ­­­ , a , (hereinafter referred to as the “Developer”).

WHEREAS, the Developer is the fee owner of certain real property situated in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of Washington, State of Minnesota legally described on the attached Exhibit “A”.

(hereinafter referred to as the “Subject Property”) which the Developer has obtained the approval of the City for the development thereof; and

WHEREAS, The term “STORMWATER MANAGEMENT FACILITIES” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, filtration facilities, sump structures, etc.) which are located OUTSIDE the public road right-of-way (ROW).

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Subject Property as shown on Exhibit “B” attached hereto, as the same is described and depicted in those certain construction plans drawn by , (“Plans”).

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) monthly inspections of the Stormwater Management Facilities and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plantlife therein; and (ii) an annual inspection, and certification, by a qualified individual or company acceptable to the City that the Stormwater Management Facilities are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management Facility according to the City Standards. If, as a result of an inspection by a qualified individual or company acceptable to the City or City staff, it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. The Developer further agrees that they will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

Subject to Section 5 below, Developer shall be solely responsible for the repair and maintenance of the Stormwater Management Facilities and shall provide a copy of the required annual inspection report of the onsite Stormwater Management Facilities to the City. If the required annual inspection report is not submitted to the City by September 30th of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Developer’s Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of stormwater ponds owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Subject Property shall be entitled to petition the City for the inclusion of the Infiltration Basin under such repair and maintenance program. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or stormwater management facilities change, causing decreased effectiveness of stormwater management facilities, new or improved stormwater management facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer’s successors and assigns with respect to the Subject Property. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

**CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ \_\_\_

Mayor

(SEAL)

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Engineer

STATE OF MINNESOTA )

) ss.

COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_ and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Mayor and City Engineer of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

**DEVELOPER:**

BY:

Its:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOTARY PUBLIC

**EXHIBIT “A”**

# Legal Desription

**EXHIBIT “B”**

**Grading & Storm Sewer Plans**